

# STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION  
PURCHASING BUREAU  
165 MITCHELL BUILDING  
HELENA MT 59620-0135  
PHONE: (406) 444-2575 FAX: (406) 444-2529  
www.mt.gov/doa/ppd/index.htm

T.C. #436-N

ALCOHOL

This is a non-exclusive contract

CONTRACT PERIOD	FROM	July 1, 1997	CONTRACT YEAR	NEW (X )
	TO	June 30, 1999		RENEW ( )
VENDOR ADDRESS	McCormick Distilling Co., Inc. One McCormick Lane Weston MO 64098		ORDER ADDRESS	McCormick Distilling Co., Inc. One McCormick Lane Weston MO 64098
ATTN:	Kim Kirby		ATTN:	Customer Service
PHONE:	888-640-4041		PHONE:	888-640-4041
FAX:	816-640-2458		FAX:	816-640-2458

PRICES ➤ PER ATTACHED  
DELIVERY ➤ 5 - 7 DAYS ARO  
F.O.B. ➤ SHIPPING POINT  
TERMS ➤ NET

## REMARKS:

FED. ID #43-1624985

NYLA J. JOHNSON, Contracts Manager

AUTHORIZED SIGNATURE/DATE

**STATE OF MONTANA - TERM CONTRACT**  
**Standard Terms and Conditions**

**The following standard terms apply unless specifically stated otherwise within the term contract.**

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**REFERENCE TO CONTRACT**

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

**SHIPPING**

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

**PAYMENT TERM**

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

**TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**HAZARDOUS CHEMICAL INFORMATION**

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

**VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

**NON-DISCRIMINATION**

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

**HOLD HARMLESS/INDEMNIFICATION**

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

**ACCESS AND RETENTION OF RECORDS**

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

**CONFORMANCE WITH INVITATION FOR BID/PROPOSAL**

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 02/98

## **1.0 SCOPE**

- 1.1 Provide SDA and pure alcohol for various State Agencies for two (2) years, July 1, 1997 through June 30, 1999.

### **1.2 Contract Renewal**

Bidder and the State of Montana Purchasing Bureau agree that this contract may, upon mutual agreement, be extended in one (1) year intervals for a period not to exceed three (3) additional years. This extension is dependent upon legislative appropriations and in no case may a contract run longer than a five (5) year period. Any price adjustments may be negotiated at time of renewal only, and only if agreeable to both parties.

### **1.3 Termination**

The State of Montana reserves the right to cancel any contract resulting from this Invitation for Bid if products provided by a Bidder are considered unacceptable by using agencies and the Department. The State may cancel this contract for cause upon written notice to the Contract Holder.

- 1.4 The Invitation for Bid (IFB) solicits bids from suppliers to establish a term contract for the items listed. The term contract is between the parties listed herein for materials for a specified price during a designated time period. The terms and conditions in the IFB will remain in effect for the period of the contract. The successful supplier will receive a term contract award notice.

### **1.5 Non-Exclusive Contract**

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the Purchasing Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18 MCA and their delegation agreement. The Purchasing Bureau does not guarantee any usage.

### **1.6 Cooperative Purchasing**

In cooperation with the political subdivisions that have signed Cooperative Purchasing Agreements with the Purchasing Bureau, the Bidder/Contract Holder agrees to provide these subdivisions with the offered goods and services, per the prices, terms, and conditions of this contract.

#### **Procurement Card**

The State of Montana has implemented a Procurement Card (MasterCard) Program to enable agencies the ability to charge purchases made from these contracts. State agencies will prefer this method of payment.

## **2.0 CONTRACT SPECIFICATIONS**

2.1 The following specifications is required for this contract:

- a. 190 proof, USP grade tax-free alcohol
- b. 200 proof, USP grade tax-free alcohol

2.2 Taxes, whether State or Federal, will not be included in the bid prices. The State of Montana is generally exempted from Federal taxes, specifically but not limited to excise and transportation taxes.

2.3 The term of this contract will be two (2) years, with contract prices remaining firm for the duration of the contract. CONTRACTOR WILL NOT SHIP UNTIL REQUESTED TO DO SO. Agency need will determine actual order requirements.

2.4 Term Contract Reporting

Twice yearly, the Contract Holder shall furnish to the State of Montana, Purchasing Bureau, reports of term contract usage. Each report shall contain the product name, size, total quantity sold of each item and total dollars expended. One report shall be due at the end of the first six (6) months of the contract, while the other report shall be due ten (10) weeks prior to the expiration date of the contract. Failure to provide timely or accurate reports may be justification for cancellation of the contract and/or removal of the supplier's name from the responsible bidders list.

2.5 Assignment and Transfer

Contract Holder shall not subcontract or assign its obligations under this contract without the prior written consent of the State and if such subcontracting is approved, all requirements of the contract shall be binding to the subcontractor.

2.6 Venue

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (Reference 18-1-401, MCA)

2.7 Hold Harmless/Indemnification

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under

this agreement, all to the extent of the contractors negligence.

### **3.0 ORDERING**

3.1 Authorized State agencies will place orders, using the contract identification number by agency purchase order. In addition to the purchase order, any necessary permits will be attached. Delivery will be FOB destination with actual freight charges added.

3.2 All agencies will forward complete orders for alcohol to the following person:

Ilene Andersen  
Department of Revenue  
Liquor Division  
2517 Airport Road  
Helena, MT 59604

When the orders are received and processed by Ilene Andersen, they will be forwarded to the Contract Holder.

3.3 Insert in the space below, the address and telephone number where orders are to be placed:

McCormick Distilling Co., Inc.  
One McCormick Lane  
Weston MO 64098  
Telephone: (888)640-4041  
Will collect calls be accepted? No

3.4 The following State agencies will be utilizing this contract:

- a. University of Montana - Missoula  
Chemistry Stores  
Chem-Pharm Building  
Missoula, MT 59812
- b. Montana State University - Bozeman  
Facilities Services, Chemical and Lab Stores  
PLEW Physical Plant Building  
Bozeman, MT 59717

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- c. Department of Fish, Wildlife and Parks  
Warehouse  
930 Custer Avenue  
Helena, MT 59601
- d. Montana College of Mineral Sciences  
Butte, MT 59701
- e. Department of Highways  
Materials Bureau  
Highway Building, 2701 Prospect Avenue  
Helena, MT 59620
- f. Montana State Hospital  
Pharmacy  
Warm Springs, MT 59756
- g. Department of Public Health and Human Services  
Cogswell Building  
Helena, MT 59620
- h. Department of Agriculture  
Eastern Ag Research Center  
Sidney, MT 59270

3.5 The State may, with the concurrence of the successful Contract Holder, include additional State agencies.

**4.0 DELIVERY AND ACCEPTANCE**

- 4.1 Goods will be shipped prepaid, FOB destination with actual freight charges added to the invoice as a separate line item. Such shipments will be via the least expensive common carrier from the least expensive shipping point, unless otherwise stipulated. The State of Montana reserves the right to refuse to accept any COD delivery. MSDS must accompany all shipments.
- 4.2 Goods delivered which do not conform to the contract terms, conditions or specifications may be rejected and returned at the Contract Holder's expense. The Contract Holder will reference the term contract number on all invoices, packing lists, packages, shipping notices and correspondence.
- 4.3 Any problems with the quality or delivery of the product or service provided by the Contract Holder will be brought to the Contract Holder's attention. If the problem cannot be solved satisfactorily, the agency will provide written notification to the Department.

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**5.0 INVOICING AND PAYMENT**

- 5.1 The Contract Holder will submit properly certified invoices and/or vouchers to the User State Agency listed within this IFB. The State will not honor drafts nor accept goods on a sight draft basis.
- 5.2 Any payment term discounts, as part of this contract, will be computed from the date of receipt of a properly executed claim or the date of completion of delivery of all items in a satisfactory condition, whichever is later.
- 5.3 The State of Montana is exempt from Federal Excise Taxes; the State of Montana FEIN #81-0302402.

270-07	<b>ITEM</b>	<b>UNIT</b>	<b>PRICE</b>
	ETHYL ALCOHOL - PURE		
	200 - 24 pts/case	CASE	\$ 18.00
	200 - 4 gal/case	CASE	\$ 17.40
	200 - 5 gal drum	DRUM	\$ 20.00
	200 - 54 gal drum	DRUM	\$146.88
	190 - 24 pts/case	CASE	\$ N/A
	190 - 4 gal/case	CASE	\$ 16.40
	190 - 5 gal drum	DRUM	\$ 19.25
	190 - 54 gal drum	DRUM	\$138.78